

**PLACER COUNTY
DEPARTMENT OF ADMINISTRATIVE SERVICES**



REQUEST FOR PROPOSALS
for
COUNTYWIDE
DOCUMENT MANAGEMENT SYSTEM

RFP No. 9613

Release Date: August 10, 2006

Submittal Deadline:
September 08, 2006 not later than 5:00 PM (Pacific)

Placer County RFP No. 9613
Countywide Document Management System

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1.0 INTRODUCTION

The County of Placer is requesting proposals from qualified firms for the acquisition of a replacement Countywide Document Imaging and Management System. The current system has been successfully in place for more than 3 years. This has reduced the need for storage of hard-copy records by providing a more efficient method to provide copies of documents and maps to customers. There is a growing need for the County to archive documents in a more efficient manner and to retrieve and print documents and maps in a timely fashion for all departments.

It is the intent of this RFP to acquire a system which will enable the County to expand its ability to store an increased number of documents on-line and reduce the amount of storage space required for the most commonly-retrieved documents.

Direct all inquiries regarding this RFP in writing to:

April Pay, Senior Buyer
Placer County Procurement
2964 Richardson Drive
Auburn, CA 95603
Phone: (530) 889-4253
apay@placer.ca.gov

Do not contact County departments or other County staff directly. Information provided by other than the above contact may be invalid and proposals which are submitted in accordance with such information may be declared non-responsive.

In the event that it becomes necessary to revise any part of this RFP, written addenda will be issued. Any amendment to this RFP is valid only if in writing and issued by the Placer County Procurement Services Division.

All addenda for this RFP will be distributed via Placer County's website:

<http://www.placer.ca.gov/Admin/Procurement/openbids.aspx>

It is the proposer's sole responsibility to monitor this website for possible addenda to this RFP. Failure of proposer to retrieve addenda from this site shall not relieve him/her of the requirements contained therein. Additionally, failure of proposer to return a signed addenda, when required, may be cause for rejection of his/her proposal.

2.0 PROJECT SCHEDULE

The following represents the tentative schedule for this project:

Release of RFP.....	August 10, 2006
Pre-submittal Conference.....	August 25, 2006
Deadline for final questions.....	August 31, 2006 5:00pm
Proposal Submission Deadline.....	September 8, 2006
Proposal Evaluation and Systems Demonstrations.....	October 31, 2006
Contract Approval to Board of Supervisors.....	December 5, 2006
Notice to Proceed.....	December 8, 2006
Acceptance Testing.....	June, 2007
Go Live Date.....	July 2007
Project Completion.....	December 2007

1.0 PRE-PROPOSAL CONFERENCE

A proposer's conference has been scheduled for **August 25, 2006 – 10:00 am** at the following location:

**Placer County Finance & Administration Building
Clerk-Recorder Conference Room
2964 Richardson Drive
Auburn, California**

Interested firms will have opportunity to submit questions regarding the requirements outlined in this RFP. While attendance is not mandatory, interested proposers are highly encouraged to attend. Attendees should read this RFP document thoroughly to acquaint themselves with its content prior to the conference, for a more efficient experience.

Substantial clarifications or changes required as a result of the meeting will be issued in the form of a written addendum to the RFP. Meeting notes will be distributed upon request.

2.0 BACKGROUND

2.1 General

The County of Placer was created in 1851 and is located in northern California at the foothills of the Sierra Nevada. The County's population is just over 265,000. Placer County's main office is located in Auburn, the County seat. The County also has department offices in Roseville, Loomis, Penryn, and Tahoe Vista, located on Lake Tahoe's north shore. For a map of the County, see Exhibit A.

2.2 Placer County consists of the following departments:

- ♦ Administrative Services
- ♦ Agricultural Commissioner
- ♦ Assessor
- ♦ Auditor/Controller
- ♦ Board of Supervisors
- ♦ Child Support Services
- ♦ Clerk Recorder/Elections
- ♦ Community Development Resource Agency (Building Inspection, Planning, and Engineering & Surveying)
- ♦ County Counsel
- ♦ County Executive Office
- ♦ District Attorney
- ♦ Facility Services
- ♦ Farm Advisor
- ♦ Health and Human Services
- ♦ Library
- ♦ Personnel
- ♦ Probation
- ♦ Public Works
- ♦ Sheriff-Coroner-Marshall
- ♦ Treasurer/Tax Collector
- ♦ Veterans Service Office

Several departments have existing imaging processes or have an immediate need for imaging of their documents; their current processes and requirements are identified below. It is anticipated that many of the other departments will be able to utilize the new imaging system in order to streamline their own operations.

2.2.1 Assessor

The Assessor's Department is charged with identifying and valuing all statutorily mandated property tax assessments. To accurately complete these assessment responsibilities they maintain individual property records on over 160,000 assessments. They also receive documents daily identifying appraisable activity from numerous county, city, and statewide sources and agencies. Their ability to manage staff access, workflow, and storage of these documents is critical to the timely and responsive completion of the annual assessment roll.

2.2.2 Auditor/Controller

The Auditor-Controller is required to retain warrant backup, deposits, and journal documents for Placer County Government operations. A large file room is required to store these documents and a secured offsite location is required for the retention of these past documents as well as other reports (Tahoe Vault). The County is required to retain financial documents for five years, warrant registers for fifteen years, and payroll records indefinitely.

These various documents must be readily available to be audited during daily routine tasks, for review by external auditors, and for research by other departments or by the public.

2.2.3 Clerk Recorder/Elections

The Elections Division scans and indexes the candidate financial disclosure statements that the California Secretary of State requires to be maintained according to the Elections Code. These pre-made forms are filled out by the candidates and filed with the Placer County Elections Division as hard copies, and are available for viewing in their unedited form by the public. The forms are also scanned and indexed into a searchable database for the public to view on the internet. There is a legal requirement to mask certain private information on documents which are posted on the internet. Documents are posted to the Elections website within 24 hours of receiving them. The Elections Division also scans voter registration cards that are linked to the voter's registration records.

The County Clerk-Recorder scans property documents, liens, business license applications, and maps. These are linked to the Recorder's index.

2.2.4 Community Development Resource Agency - Building Inspection

The Building Department's main office is at the Dewitt Center in Auburn. A branch office is also maintained in Tahoe City.

Building Permit Permanent Documents: The building department issues approximately 6,000 permits each year. The typical permit has approximately 10 pages, including the field inspectors' record of inspections. Each permit also has a site plan. These pages are kept as permanent records. They are indexed according to a permit number and the assessor's parcel number. The permit contains a receipt number for fees paid to the County. Also included is the departmental route slip indicating departmental approvals and conditions. The final permit file may also contain significant inspection records relating to engineers' reports, or in the case of flood plain construction, elevation certificates. In such cases the total number of pages on the final permit can be as many as 20 pages.

Building Plans and Related Documents: State law requires the building department to keep permanent files of all plans, calculations, and specifications for commercial buildings. Residential plans for typical single family dwellings are only kept for 3 months after the permit is given final inspection approval, except in unusual circumstances such as when there may be soils-related problems in a subdivision, which necessitates retention of the approved foundation plans.

Public Need: There is an increasing need for the public to have access to both permit history and construction plans. Due to real estate disclosure laws, requests are received on a daily basis for copies of all permits ever issued on a parcel. In the case of commercial properties, the request typically includes the need to review the plans. Plans and permits are also frequently reviewed due to litigation. There is also an on-going need for the public and other agencies to obtain information regarding permit applications as they are submitted, and permits as they are issued.

2.2.5 Community Development Resource Agency – Planning

The Planning Department's mission is to provide land use information to the public and to process more than 6,000 land use permit applications per year. In order to accomplish that mission, the Department creates in excess of 1,500 new project/permit files each year. In addition, the Department stores tens of thousands of archival files for reference. These files occupy floor space in several buildings that totals approximately 3,000 sq. ft. The information contained within these files is becoming more and more difficult to utilize. The file jackets are getting old, the paper is fading and getting brittle and the occasional misplaced file causes the expenditure of countless hours of staff time. Converting the existing archival files and establishing a protocol for storing new files electronically is critical in order for the Department to increase the level of public service they provide. Through the successful accomplishment of this file conversion and the establishment of the new protocol will save a significant amount of staff time, particularly in the area of permit research and permit review. In addition, it will reduce the amount of physical space required for record retention.

The Department requires the ability to scan and store large format maps and plans, as well as normal sized documents (8x11, 11x17 and 8x14).

2.2.6 County Executive Office (CEO)

CEO coordinates the operations of all County departments as well as interfaces with the Board of Supervisors directly. Because of the breadth of their activities and influence, it is envisioned that CEO would make substantial use of an imaging system.

2.2.7 Health and Human Services

The Placer County Health and Human Services (HHS) Department includes the following divisions:

- Administration: Includes Finance, Accounting and Information Systems
- Placer County Clinics and Community Health: Physical Health Services
- Children System of Care (CSOC): Child welfare services
- Adult System of Care (ASOC): Behavioral Health, Alcohol and Drug services, etc.
- Environmental Health: Health inspections and Animal Control
- Human Services: Cal Works, Food Stamps, General Assistance

At this time, only the Environmental Health division has an immediate need for document imaging. It is anticipated that other divisions may utilize the new document imaging system in order to increase the efficiency of their own operations.

Environmental Health's main office is at the Dewitt Center in Auburn; there is also a branch office at Tahoe City. The following describes their various operations and requirements for permanent retention of documents:

Land Development: Each year, Environmental Health reviews approximately 6,000 permits (approximately 3 pages each), 400 Health Site Evaluations (10 – 15 pages each), 300 Septic Reports (15 – 20 pages each), and 150 Minor Land Division applications (approx. 50 +/- pages each). These pages are kept as permanent records. They are indexed according to the Assessor's Parcel Number. The file may also contain significant inspection records, large plot plans and consultant and engineering reports.

Consumer Protection Team (CPT): This unit maintains approximately 2000 working files of food facilities and pool facilities. They are indexed by facility name and Envision database numbers.

Certified Unified Program Agency / Local Enforcement Agency (CUPA/LEA): This unit maintains approximately 1,200 working files of Underground Storage Tank facilities, Hazardous Materials Right to Know facilities, Hazardous Waste facilities and open and closed Solid Waste facilities/sites. They are indexed by facility name and Envision database numbers.

Plans and Related Documents: State law requires Environmental Health Services to keep permanent files of all plans, calculations, and specifications for permitted projects.

Public Need: There is a need for the public to have access to all file history, "as built" plans and consultant reports. Due to real estate disclosure laws, requests are received on a daily basis for copies of all permits ever issued on a parcel. In the case of commercial properties, the request typically includes the need to review the plans. Plans and permits are also frequently reviewed due to litigation. There is also an on-going need for the public and other agencies to obtain information regarding permit applications as they are submitted, and permits as they are issued.

2.2.8 Personnel

Personnel has a wide variety of files that are currently housed in a file room. These files are accessed on a daily basis by all levels of staff. When a Personnel employee needs to access the information in a file for a length of time then they fill out an 'out card' and place it in the slot that the file was in and take the folder to their desk. Once they have completed their task, the folder is returned to the file room. The variety of files that are used by Personnel include Active Employee files; Inactive Employee Files; Civil Service Commission files; Accounting files;

Alpha files; Department files; and a few others. All of these file types will be evaluated to determine if they will be part of the new Document Scanning process. The criteria that will be used to determine whether the files will be scanned will be frequency of use, number of users who need to access them, and ease of access for reference.

Personnel's primary goals for efficient document retention and retrieval include:

1. Ease of accessibility to documents/data contained in files in the File Room. Personnel's goal is to be able to query against the scanned images and select data from each file.
2. Reduce staff data entry time by scanning in applications (typed or hand written) and upload into an application tracking system, currently SIGMA V.
3. Security - a means to provide a backup of hardcopy documents.

Only a portion of the information contained in the personnel files is available through the County's Personnel/Payroll System, it does not contain an image of the hard-copy personnel file. Printing and viewing of scanned document images is currently not available with the exception of manual card files which are no longer updated, but have been scanned for historical reference. The Personnel Department currently has a contract with AtPac for this scanning service.

3.0 CURRENT ENVIRONMENT AND SYSTEM REQUIREMENTS

The current program under the Clerk/Recorders office has been successful and has sustained its imaging and processing for over 3 years. It has reduced the need for storage space of hard-copy documents and has provided a more efficient method to provide copies of documents and maps to customers.

The County has a need to archive documents in a more efficient manner and to retrieve and print documents and maps in a timely fashion for all departments. See Exhibit B for a basic diagram of the current County network.

Historical data will need to be converted from the current system, which is further described below:

3.1 Assessor

The Assessor's Department is currently using an in-house developed document image solution that is integrated with their Property System. All of their electronic assessment files are stored on their internal networked image server. These files are available to staff through the Property System, by assessment number or recorded document number, as well as directly from the current image server.

The current network environment that is utilized by the Assessor includes:

- 102 - Personal Computers (Dell)
- 2 - Network Servers (Dell)
- 4 – Scanners (Cannon High Speed 5080C)
- 1 – H.P. Design Jet 800 Plotter /Scanner
- 25 - H.P. Networked Laser Printers

3.2 Auditor/Controller

The Auditor-Controller currently utilizes the DocUment Advantage system, serviced by AtPac of Grass Valley. The Auditor utilizes two county networked PC scanning stations and two Fujitsu flatbed scanners in a closed room that has permanently installed scanning preparation surfaces. The index server is located downstairs in IT Operations.

Auditor has a staff of 4 trained scanners and approximately 45 internal users that access the Auditor's index/images. Currently 40 outside departmental users also access the Auditor's index and this is expected to increase substantially.

The system is comprised of the following 7 indexed databases (schemas):

- Warrants – Categorized by Auditor and Confidential warrants; indexed by Issue Year and Warrant Number; automatic incremental numbering feature for scanning is utilized by inserting barcode separator pages between each packet to be imaged. It is anticipated that this process can be improved.
- Direct Deposits – Indexed by Issue Year and Direct Deposit Number
- Accounting Documents – Categorized by Journal Vouchers, Budget Revisions, and Wire Transfers; indexed by Fiscal Year and Document Number; auto increment numbering feature
- Property Tax Roll Changes – Indexed by Processing Year, Roll Change Number, Assessment Number, and Tax Year
- Time Sheets – Indexed by Pay Period End Date and Voucher Number (no more entry to this database, only accessing images)
- W2s – Annual scanning of printed W2s before mailing out to employees; Indexed by Calendar Year, Social Security Number, Last Name, and First Name. Due to high volume and the need to scan these very quickly between final printing of the W2s and mailing of the W2s, these are fed into the scanner in bulk, and the current vendor creates the index from a final data file that the Auditor/Controller department provides.
- PAS (financial system) Nightly Batch Processing Reports INTERFACE – Categorized by Labor Distribution, Cost Allocation, Project Billing, Interest Distribution, and Daily System Control Automatically; indexed automatically by Fiscal Year and Processing Date; automatically interfaces nightly report images.
- Full text search is enabled in some schemas.

To validate scanned documents so originals can be destroyed with actual documents, the department uses Crystal Reports to gather comparison data from the Warrants database and compare it with the Accounting Document database. The DocUment Advantage system has an Audit Image List feature which is run monthly for each database. The process reads each entry to verify that the image file exists. Any error reports are sent to scanning staff to investigate. The Auditor staff also performs monthly maintenance by creating a new monthly folder for each database to ensure that for each document recorded in the system there is a matching file of the correct size on the server. The vendor has remote access to the system in order to address technical problems.

3.3 Clerk Recorder/Elections

The Elections Department has one workstation devoted to scanning the candidate documents with an attached mid-level sized flat bed scanner. These images and records are scanned locally and then sent to the Recorder's index server, and a copy is sent to the vendor's web server. The image is later transferred to the Recorder's image server maintained by Placer County IT. An FTP process is used to transfer this data. Another workstation is maintained in the lobby for public viewing. There are 3 mid level scanners to process the voter registration cards in the voter registration system.

The Recorder's office has two 36 inch map scanners, and 3 large high speed scanners for property documents. They utilize a similar process to move the images to the index and image servers.

The Elections candidate discloser system has a total of 4400 records on the present system, which is 6 years old. The department sometimes must scan up to 30 documents per day, but sometimes don't need to scan documents for as much as a month. There may be a handful of users accessing the documents through the web using an Internet browser. These users are permitted only to see the masked images on the web. Users who access the lobby computer are allowed to see the unmasked images. Both images are attached to the same record. For the voter registration system, the image is linked to the voter record and used in many other modules in the voter registration system. These are images and records that are only used in-house.

The Recorder's office scans images and creates indexes from the image for regular property records. For maps, the record is indexed and then the map image is attached to the record. The images for these records are available on the County Intranet. The Internet site only allows the index to be viewed; no images are available. Viewing, sale, and access to Birth and Death records is highly restricted.

The department has office has approximately 1 million images on the image server in IT for Elections and Recorder. In addition, the Elections voter registration (EIMS) software and the Recorders (Criis) are highly specialized applications that use imaging to accomplish many goals.

3.4 Community Development Resource Agency - Building Inspection

The paper copies of permit documents are kept until the construction receives a final inspection. Within 3 to 6 months afterward, the file is purged of non-permanent records and made ready for microfilm by an outside vendor. Until the permits are transferred to the vendor, storage is difficult due to limited space. While the documents are at the vendor, the records are not accessible to staff or to the public.

The plans for commercial buildings are similarly prepared for microfilm processing. The plans are bulky and difficult to handle and store. Storage is also an on-going problem with these records. The Building Department has used a storage facility across the street and also the County's archives storage facility. The process for County staff to locate the material is time and labor intensive. If the indexing of the microfilmed documents is inaccurate, staff spends an inordinate amount of time locating the correct documents.

The storage problem is acute at the Tahoe City office. Imaging of documents maintained by the Tahoe office would enable staff and the public ready access to all documents, regardless of whether the inquiry was made in Auburn or Tahoe.

3.5 Community Development Resource Agency – Planning

Currently, the Planning Department is served by the Countywide network maintained by Information Technology (IT). The Departmental staff uses GroupWise, Internet Explorer, MS Office 2003 and the Placer Land Use System (PLUS) in addition to various mapping and database software packages associated with the Geographic Information System (GIS). The day-to-day operation of the Department is critically dependent upon this automated support. Ideally the Document Scanning and Indexing System (DSIS) would be integrated into the electronic tools already available to the staff (e.g. PLUS). The Department currently has a personal computer or workstation available to nearly every employee. There are currently 31 personal computers and 5 GIS workstations within the Department. All of those machines utilize the County-wide network and the software packages associated with the network. The four GIS workstations utilize AutoCad, ArcView, ArcInfo, etc. in addition to the network software programs.

3.6 County Executive Office

CEO uses approximately 60 computers with varying levels of documents saved on them and the network, that would more suitably be stored in an imaging system. There are approximately 20 printers, 1 plotter, all with standard County network access.

An imaging system, properly organized and indexed, would be a very valuable tool to CEO and would certainly enhance analyst and executive productivity. CEO requires regular use of documents several years old with the ability to quickly retrieve, annotate, and re-save.

3.7 Health and Human Services

Major systems that support the above functions include Cal WIN (Statewide welfare system); Child Welfare System (CWS); Patient Care Management System (PCMS); and AVATAR Behavioral Health Management System. None of these systems currently include an integrated Document Management System; however, all of them could provide greater value if a Document Management System was integrated into their current functions.

There are approximately 1,000 workstations attached to these systems, approximately 250 printers, and a few scanners (less than 25). All systems are on the HHS network running MS Windows Active Directory. Workstation OS is largely Windows 2000 Professional (currently converting to Windows XP). Databases include Oracle, SQL Server, MS Access and Cache. Scanning would consist largely of patient/client case records. These documents are subject to state and federal regulations that require complete privacy and confidentiality. Any Document Management System would have to contain an integrated security capability that would restrict access by specific UserID and/or specific class of user. Document retention would be a minimum of seven (7) years, as required by law.

3.8 Health and Human Services – Environmental Health

The paper copies of the permit documents are kept. Storage is a problem due to limited workspace. Many plans are bulky and difficult to handle and store.

Land Development CPT (Consumer Protection Team) and CUPA/LEA (Certified Unified Program Agency / Local Enforcement Agency): Access to a scanning and indexing system would significantly reduce the need to store paper files and plans on-site. The storage problem is acute at the Tahoe City office. Imaging documents so that they can be retrieved by staff and the public at either office would increase efficiency.

3.9 Personnel

Personnel has a wide variety of files that are currently housed in a file room. These files are accessed on a daily basis by all levels of staff. When a Personnel employee needs to access the information in a file for a length of time then they fill out an 'out card' and place it in the slot that the file was in and take the folder to their desk. Once they have completed their task, the folder is returned to the file room. The variety of files that are used by Personnel include Active Employee files; Inactive Employee Files; Civil Service Commission files; Accounting files; Alpha files; Department files; and a few others. All of these file types will be evaluated to determine if they will be part of the new Document Scanning process. The criteria that will be used to determine whether the files will be scanned will be frequency of use, number of users who need to access them, and ease of access for reference.

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Personnel's goal is to be able to query against the scanned images and select data from each file.
2. Reduce staff data entry time by scanning in applications (typed or hand written) and upload into an application tracking system, currently SIGMA V.
3. Security - a means to provide a backup of hardcopy documents.

Only a portion of the information contained in the personnel files is available through the County's Personnel/Payroll System, it does not contain an image of the hard-copy personnel file. Printing and viewing of scanned document images is currently not available with the exception of manual card files which are no longer updated, but have been scanned for historical reference. The Personnel Department currently has a contract with AtPac for this scanning service.

3.10 Other Requirements

Interfaces may also be required for the following systems:

- A. Placer County Land Use System (KIVA)
- B. GIS (ESRI)
- C. Envision (SQL Anywhere)
- D. Performance Accounting System (PAS)
- E. Placer County Revenue Services (CUBS)
- F. Megabyte Property Tax System (MPTS)
- G. Automated County Online Resource Network (ACORN)
- H. Microsoft Access

4.0 SCOPE OF WORK

It is the County's intent to acquire a system which will meet the needs of all County Departments. The County will purchase hardware and operating system software separately. The firm awarded this RFP will provide application software, data conversion, training, support and hardware specifications. All software and implementation activities shall comply with the County's Network and Security Standards (see Exhibit C).

The application software provided by the awarded firm must support all of the functional and technical needs identified in this RFP (see Exhibits D-1 and D-2).

The implementation must be performed in such a manner as to provide the least possible interruption of current operations. At the end of the project, the system must be operational, compliant with County requirements, error-free, and able to process all converted data.

The work effort for this project is divided into five major phases:

- Planning
- Environment Preparation
- Acceptance Testing
- Implementation
- Maintenance

4.1 Planning Task

The purpose of the Planning Task is to finalize the work plan and schedule for implementation and to formalize the specifications for any required system modifications or software development.

The selected vendor will be required to have the following interfaces installed and in full operation prior to “Go-Live”:

- Placer County Land Use System (KIVA)
- Performance Accounting System (PAS)
- Megabyte Property Tax System (MPTS)
- Automated County Online Resource Network (ACORN)
- Microsoft Access

4.1.1 Placer County Responsibilities

- A. Provide all available relevant documentation on current automated and manual systems.
- B. Provide vendor with a general description of required system features and implementation considerations.
- C. Clarify, at the vendor’s request, County policy, regulations and procedures.
- D. Coordinate communications and meetings with the contractor.

4.1.2 Vendor Responsibilities

- A. Become familiar with the existing County systems, standards and requirements of the contract.
- B. Conduct a detailed analysis of system requirements.
- C. Develop a final specification report detailing the conversion of all automated and manual systems.
- D. Finalize a work plan, using Microsoft Project, which includes: a detailed schedule of staff-weeks of effort for each task showing Contractor and County personnel assignments and efforts separately; schedule of expected on-site support provided by vendor staff for each phase of the project; a GANTT chart showing the planned start and end dates of all tasks and identifying the critical path.
- E. Finalize project organization and staffing including project team organization charts, estimation of staff hours to be provided by each person, and identification of key individuals and their roles for both implementation team members and end-users.

- F. Report progress to the County using weekly status reports in a format approved by the County, and attends any scheduled meetings that may be required.
- G. Outline anticipated problem areas.
- H. Finalize education and training plan, including class name, description, location, duration, cost, and where to issue payment if applicable.
- I. Outline plan for integration with the County network.

4.1.3 Milestones

- A. Acceptance by the County of finalized work plan.

4.1.4 Deliverables

- A. Progress reports on a weekly basis.
- B. Final specifications report.
- C. Detailed work plan.
- D. Education and training material.
- E. Training plan.

4.2 Environment Preparation Task

The Environment Preparation Task will involve the validation of all required hardware and system software and the installation and configuration of the application software. This includes appropriate testing of each application, training of Placer County personnel and documentation of all system components. This task will be performed on the schedule derived during the Planning Task.

4.2.1 Placer County Responsibilities

- A. Provide sufficient and appropriate test data and file layouts of existing data files.
- B. Review system tests results and recommend either acceptance or modifications and retest.
- C. Provide staff time for orientation of Placer County management, administrative personnel and clerical personnel.

4.2.2 Vendor Responsibilities

- A. Validate the installation of system hardware and software.
- B. Prepare system design for enhancements.
- C. Provide a computer for custom programming and modifications.
- D. Perform all required system enhancements and modifications.
- E. Perform system tests to ensure that all required features have been incorporated in the software.
- F. Prepare system and user documentation.
- G. Provide training to the County personnel on the use of the system.
- H. Decide how work plan provides for resolution of potential and actual problems including the availability of backup resources should they be needed.
- I. Review Placer County documentation standards.

4.2.3 Milestones

- A. Approval of system test results.
- B. Validation of computer hardware and system software.
- C. Installation of all software systems.
- D. Delivery of systems and user documentation.
- E. Completion of implementation team and end-user training.

4.2.4 Deliverables

- A. Progress reports on a weekly basis.
- B. Computer hardware and system software specifications in accordance with the County IT Standards listed in Exhibit C.
- C. Detailed system design.
- D. Software applications, including documentation with source code to be held in escrow.
- E. Workstation components including installation, documentation, and training.
- F. System and user documentation.
- G. Contractor's Certification per contract specifications.
- H. Database/List of all outstanding issues/bugs including description, date found, date assigned, and to whom the issue was assigned for resolution.

4.3 Acceptance Testing Task

The Acceptance Testing Task includes parallel testing and any other systems tests that the County deems necessary to accept the software applications and hardware configuration.

4.3.1 Placer County Responsibilities

- A. Design functional, technical, and security acceptance test procedures.
- B. Prepare acceptance test data.
- C. Perform acceptance test activities.
- D. Perform acceptance testing on interfaces.
- E. Validate results.
- F. Inform vendor of any problems.
- G. Document results.
- H. Approve results of acceptance testing.

4.3.2 Vendor Responsibilities

- A. Install all software on new computer system including, but not limited to; operating system, current security patches, RDBMS, application, and utilities.
- B. Complete interfaces to all required Placer County systems.
- C. Correct any problems found during acceptance testing.
- D. Finalize systems and user documentation.

4.3.3 Milestones

- A. Functional acceptance by Placer County of each application module.
- B. Functional acceptance by Placer County of system hardware.

4.3.4 Deliverables

- A. Written progress reports on a weekly basis.
- B. Operational versions of all application system and hardware components per specifications.
- C. Working interfaces to all required Placer County systems.
- D. Final version of all system and user documentation.
- E. As-built technical documentation (i.e., system configuration, directory structure, and system control files, etc). Graphic documents must be provided in .BMP (Windows bitmap) or .JPG format. Text documents must be provided in Microsoft Word 2000 or ASCII formats.
- F. Functional acceptance per contract specifications.

4.4 Implementation Task

During the Implementation Task, the vendor shall convert data and cut-over to the new system. This process will begin after all application modules have received functional acceptance by Placer County.

4.4.1 Placer County Responsibilities

- A. Coordinate and monitor cutover activities.
- B. Coordinate and monitor conversion activities.
- C. Review the vendor's transfer of all required files from the old system to the new system.
- D. Determine disposition, if appropriate, of old hardware and software.
- E. Validate and correct, as necessary, converted data.
- F. Verify the setup of security roles.
- G. Remove data from old hardware before removal of hardware.

4.4.2 Vendor Responsibilities

- A. Ensure that all data, programs and files are successfully installed and operational on the new system.
- B. Ensure unneeded and unused services are disabled.
- C. Ensure all default passwords are changed in accordance with Placer County security standards (Exhibit C).
- D. Convert data from old system to new system.
- E. Manage the cutover process to ensure that there is no break in service between operating on the old systems and the new system.
- F. Correct any problems identified during the conversion effort.

4.4.3 Milestones

- A. Conversion of data for all application modules.
- B. Removal of existing hardware and software if no longer needed.
- C. Final acceptance per contract specifications.
- D. Preparation for Go-Live

4.4.4 Deliverables

- A. Written progress reports on a weekly basis.
- B. Converted data per specifications.

4.5 Maintenance Task

The Maintenance Task provides for the ongoing support and maintenance of the system.

4.5.1 Placer County Responsibilities

- A. Coordinate maintenance activities.
- B. Test and approve new versions of programs in non-production environment.
- C. Provide feedback to vendor regarding on-going system needs.

4.5.2 Vendor Responsibilities

- A. System communications to and from network.
- B. Keep systems current with Federal, State, and Placer County processing and reporting requirements.
- C. Keep systems compatible with Operating System and System software revisions/patches.
- D. Ensure critical security patches are tested and implemented upon the release of the security patch.
- E. Distribute system updates to Placer County.
- F. Install new versions of programs in test environment.
- G. Move new versions of programs, once tested and approved, into production environment.
- H. Manage required enhancements.
- I. Continue training and support for any enhancements.

4.5.3 Milestones

- A. Preventive and remedial maintenance.
- B. Annual renewal.
- C. Acceptance testing on new versions of programs.

4.5.4 Deliverables

- A. Appropriate application software updates and related documentation.

5.0 KEY FEATURES AND CONCEPTUAL DESIGN

Placer County anticipates that the new Countywide Document Management System will be based on some form of client/server and/or web technology. This system should have the appropriate redundancy or parallel/fault tolerant processes to support maximum availability of systems and integrity of data.

In preparing support strategies and costs, vendors should assume 24 hour, 365 day a year operation of all proposed systems. Performance of critical applications should not be impacted by lower priority system use. This system will be expected to meet specific performance, loading, and up-time criteria prior to final system acceptance.

This system must be expandable to accommodate additional users, employees, departments, agencies, new modules, and new requirements.

Integration of systems is a high priority for the County. The intent is to implement systems that facilitate multi-department integration of information and resources. Vendors should propose an appropriate Document Management System solution that will provide for the ability to expand user capacity. A cost-effective solution that takes into account both current and future needs is desired.

For data communications, usage of the County's existing network infrastructure is required. Open system architecture is a requirement. All new centralized computer equipment (e.g., servers) is expected to be housed in the Placer County Data Center. Alternative architectures and technologies for this system will be considered, but should be 1) highly available, 2) cost-effective, 3) scalable, 4) performance-proven.

6.0 VOLUME INFORMATION FOR EQUIPMENT REQUIREMENTS

This section presents volume information for sizing the Countywide Document Management System. Estimated ten-year volumes are shown below, and will be used as the baseline for guaranteed response time requirements. Vendors will be required to provide contractual system performance guarantees (e.g. response times) based on the total system configuration of peripherals and the maximum number of records for all application data stored on-line.

Projected User / Image Counts for New System			
	Current Estimated No. of Users	Projected Annual Image Count	Estimated Image Count in 10 years
Department Estimates:			
Assessor	85	120,000	1,200,000
Auditor Controller	100	120,000	1,200,000
Community Development Resources Agency (Building, Engineering, Planning)	77	168,240	1,682,400
County Executive Office	42	108,000	1,398,033
Health and Human Services (HHS)	800	240,000	2,400,000
HHS - Environmental Health	43	48,000	480,000
Personnel	40	7,200	72,000
Revenue Services	20	30,000	300,000
Grand Total All Users:	1,207	841,440	8,732,433

The successful vendor shall provide specifications for major hardware components (processor, memory, storage etc.) to accommodate the volumes specified above. Any additional workstations for system administration, programming, or diagnostic access that may be required to support these volumes shall also be identified by the vendor. All new equipment should be of current manufacture. The vendor will ensure that systems comply with current standards for ergonomic design and include design features for safety, comfort, and ease of use by the County. The County will procure the recommended networking equipment (including servers) and peripherals under a separate contract.

7.0 PROPOSAL SUBMITTAL – GENERAL TERMS AND CONDITIONS

- 7.1 **Award** - Placer County reserves the right to make an award without further discussion of the proposal with the proposer. Therefore, the proposal should be submitted initially on the most favorable terms that the proposer may propose.

- 7.2 **Correction or Withdrawal of Proposals** - Except as otherwise specified in Section 5100 of the Public Contracts Code and Article 3.11 of the Placer County Purchasing Policy, correction or withdrawal of inadvertently erroneous proposals before or after proposal opening may be permitted only if such correction or withdrawal is not prejudicial to the interest of the County or fair competition.

Mistakes in proposals detected prior to proposal opening may be corrected or withdrawn by the proposer with a written request received by the Purchasing Agent prior to the date and time designated for opening of proposals, provided that the original proposal shall not be physically returned to the proposer until after the proposal opening. The written request must be signed by the same person who signed the original proposal, and shall be sealed, time-stamped and deposited in the same manner as the original proposal. Oral or telegraphic corrections or withdrawals shall not be permitted.

- 7.3 **Interpretation** – In the case of differences between written words and figures in a proposal, the amount stated in written words shall govern. In the case of a difference in unit price versus the extended figure, the unit price shall govern.
- 7.4 **Effective Period** - Proposals shall remain firm for **one hundred-eighty (180) days** following the closing date for the receipt of the proposals.
- 7.5 **Conflict of Interest.** The Consultant shall warrant that no official or employee of the County has an interest, has been employed or retained to solicit or aid in the procuring of the resulting contract, nor that any such person will be employed in the performance of such contract without immediate divulgence of such fact to the County.
- 7.6 **Non-Collusion.** Firms responding to this solicitation shall warrant that their offer is made without any previous understanding, agreement or connection with any person, firm or corporation submitting a separate response for the same solicitation and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action. This condition shall not apply to responses which are submitted by Consultants who have partnered with others to submit a cooperative response that clearly identifies a primary Consultant and the associated sub-consultants.
- 7.7 **Indemnification & Insurance Requirements.** The County's standard indemnification and insurance requirements are provided in the sample contract, Exhibit G.
- 7.8 **Protests and Appeals.** In accordance with Section 10.0 of the Purchasing Policy Manual, any actual or prospective proposer, offeror, or contractor who is aggrieved in connection with the solicitation or award of a contract may appeal to the Director of Administrative Services. The protest shall be submitted in writing to the Director of

Administrative Services, within seven (7) calendar days after such aggrieved person or company knows, or should have known, of the facts giving rise thereto

8.0 PREPARATION OF PROPOSAL – REQUIRED CONTENT

Each response to this RFP shall include the information described in this section. Failure to comply with these instructions, or to include all of the elements specified, may be cause for rejection. Additional information may be provided, but should be succinct and relevant to the goals of this RFP. Excessive information will not be considered favorably. Document pages shall be 8-1/2 inches by 11 inches in size or folded to such a size. All proposals must adhere to the instructions set forth within Section 10, Submittal Instructions.

All submittals shall contain the following elements, and in the order given:

8.1 Cover Letter with the following information:

- A. Name and Mailing Address of Firm (include physical location if mailing address is a PO Box);
- C. Contact Person, Telephone Number and Fax Number; and
- D. A statement that the submitting firm will perform the services as described in the Scope of Work.

8.2 Confidentiality

All submittals will be considered public information and, subsequent to award of this RFP, all or part of any submittal will be released to any person or firm who requests it. Proposers shall specify in their Cover Letter if they desire that any portion of their submittal be treated as proprietary and not releasable as public information. However, proposers should be aware that all such requests may be subject to legal review and challenge.

8.3 Signatory Requirements

The Cover Letter must be signed by an officer empowered by the Consultant to sign such material and thereby commit the Consultant to the obligations contained in the RFP response. **Further, the signing and submission of a response shall indicate the intention of the vendor to adhere to the provisions described in this RFP and a commitment to enter a binding contract.** Therefore, the following signature requirements must be followed:

- If the responding firm is a Partnership, the Cover Letter shall be signed in the firm name by a partner or the Attorney-In-Fact. If signed by the Attorney-In-Fact, there shall be attached to the proposal a Power-Of-Authority evidencing authority to sign proposals, dated the same date as the proposal and executed by all partners of the firm; OR

- If a Corporation, the Cover Letter shall have the correct corporate name thereon and the actual signature of the authorized officer of the corporation written (not typed) below the corporate name. The title of the office held by the person signing for the corporation shall appear below the signature of the officer; OR
- Individuals doing business under a firm name, shall sign their Cover Letter in the name of the individual doing business, under the proper firm name and style.

8.4 **Proposed Application**

Indicate the ability of the proposed software application to meet the Functional and Technical requirements contained in Exhibit D. Refer to the exhibit for further instructions and required information.

Submit a hard-copy and an electronic copy of your responses to Exhibit D (on a CD in Excel format) with your proposal.

8.5 **Corporate Background/Experience**

Using the forms provided in Exhibit E, include details of the background of the company, including the company size and resources, details of corporate experience relevant to the proposed project, and a list of other current or recent Document Management System projects. If the proposing firm intends to use subcontractors for this project, complete the forms as instructed.

8.6 **Financial Statements**

Provide financial statements for the proposing firm for each of the last three years (see Exhibit E for further instructions).

County will keep financial information confidential and withheld from public file. Information submitted will be shredded, after evaluated, or returned to Contractor upon request. Organize the financial statement so that it may be easily removed from the rest of the RFP submittal.

8.7 **Vendor References/Performance History**

Using the form provided in Exhibit E-4 identify a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently being performed or have been successfully installed within the past three years. Include all information required on the form. At least one project must be identified as a potential for on-site inspection by Placer County. It is desired that the site be located in California.

8.8 **Proposed Staff**

Identify the personnel proposed to be assigned to this project, including the proposed project manager and a backup project manager.

- A. Provide resumes for all personnel, to include
 - Experience with proposer (or subcontractor).
 - Experience with Document Management Systems with particular regard to the system being proposed in response to this RFP.
 - Experience with other relevant processing systems.

- Experience with developing software user interfaces.
 - Experience working on governmental data processing projects.
 - Names, position titles, and telephone numbers of three persons who can give information on the individuals' experience and competence.
 - Percentage of time to be devoted to each task listed in the Scope of Work (Section 4.0).
- B. Resumes for the proposed project manager and backup project manager shall include all of the information above, plus:
- Experience in managing installations of the vendor's proposed software.
 - Other project management experience.
- C. Departure or reassignment of, or substitution for, any member of the designated team or sub consultant(s) shall not be made without the prior written approval of the County. Include a statement of assurance that the designated staff, including sub consultants, will be used for the work described in this RFP.

8.9 Proposed Work Plan and Project Approach

Provide a detailed discussion of your firm's approach to the successful implementation of this project. Include thorough discussions of methodologies regarding project management and control, delivery of education and training, cost control, and successful scheduling. This section shall be responsive to the five major tasks and details described in the Scope of Work (Section 4.0). Also include a proposed work schedule to accomplish all of the required tasks within the desired timeline.

8.10 Hardware and Operating Software

Provide a detailed description of the recommended major hardware components (CPU, disks, memory, etc.) and operating software required to support the proposed application software. Provide detailed specifications for the recommended hardware, including make, model, and part numbers.

8.11 Schematic of Hardware and Software

Include a schematic of the recommended hardware, operating systems software, and application software and their relationship to one another as they fulfill the County's technical requirements. If more than one server is recommended, graphically depict the flow of data between servers and application components on those servers.

8.12 Warranty

Identify the terms and conditions of the warranty for the application software. The warranty shall apply and shall become effective on the date that installation and turnover of all hardware, system software, and application software in the County has been given final acceptance by the County, and shall remain in effect for one year. Final system acceptance is further described in the County's Standard Information Systems Contract (Exhibit G).

8.13 Education And Training

Indicate the level of education and training to be provided to County staff related to the operation of recommended equipment and proposed software. This training should be sufficient to allow Placer County to effectively operate the equipment and/or software, and perform equipment failure diagnostics. Include the following information:

- A discussion of the vendor's education and training philosophy.
- A description of the level of education and materials offered, including tables of contents of training materials.
- Associated costs of training (using Exhibit F-6).
- A description of the training that will be provided on-site at Placer County.
- A description of any other educational services that would be of particular importance to Placer County.

8.14 User Organizations

Provide information on any user groups which are known and/or supported by the vendor for the proposed system. Indicate the approximate membership population of these organizations and general contact information for its key members.

8.15 Cost Proposal

Submit a detailed cost proposal using the worksheets provided in Exhibit F. Applicable sales tax (computed at the rate of 7.25%) and shipping costs (if any) shall be itemized separately.

8.16 Standard Contract

Upon completion of the evaluation and recommendation for award, the selected firm will be required to execute a consultant services agreement, a sample of which is included as **Exhibit G**. Vendors are advised to carefully review the attached contract. Any proposed exceptions, alterations, or amendments shall be clearly specified in your proposal. Such exceptions, depending on their nature, may affect the evaluation of your proposal and the ability to successfully award a contract to your firm.

8.17 Required Statements - Include statements of assurance regarding the following requirements:

- Non-conflict of interest (Section 7.5);
- Non-collusion (Section 7.6),
- The ability to fulfill the indemnification and insurance requirements contained in the sample contract (Section 7.7). (Please note that actual Certificates of Insurance are not required as part of your submittal.)

8.18 Additional Information

Vendors may include additional germane information or material that supports their response to a technical or application issue. Excessive additional information will not be considered favorably.

9.0 SUBMITTAL INSTRUCTIONS

9.1 **One (1) original and eleven (11) copies** of your Proposal shall be submitted not later than the time and date indicated on the cover page of this RFP.

9.2 Proposals must be submitted **ONLY** to:

Placer County Dept. of Administrative Services
Procurement Services Division
2964 Richardson Drive
Auburn, CA 95603-2640

9.3 Proposals submitted to a location other than the above will not be considered duly delivered or timely. The County of Placer shall not be responsible for re-routing proposals delivered to a person or location other than that specified above.

9.4 Faxed and/or emailed proposals shall not be accepted.

9.5 Late submittals shall not be accepted or considered.

9.6 All submittals shall be submitted in a sealed envelope or container, and clearly marked with the RFP number and title on the outside of the parcel.

9.7 All submittals, whether selected or rejected, shall become the property of Placer County and will not be returned.

9.8 The County of Placer reserves the right to waive minor defects and/or irregularities in proposals, and shall be the sole judge of the materiality of any such defect or irregularity.

9.9 All costs associated with proposal preparation shall be borne by the proposer.

10.0 EVALUATION PROCESS

All proposals will receive a comprehensive, fair, and impartial evaluation. The purpose of this section is to provide the proposers with a general overview of the evaluation methodology that the County will use to select the successful firm. The evaluation will be conducted in three phases:

- Phase I Determination of responsiveness
- Phase II Evaluation of proposals
- Phase III Comprehensive evaluation of proposed application
(product demonstrations, client visits, etc.)

10.1 Phase I – Determination of Responsiveness

The purpose of this phase of the evaluation is to determine if the proposal is sufficiently responsive to the RFP to permit a complete evaluation. Each proposal will be reviewed

for completeness, responsiveness to the RFP’s instructions and compliance with the mandatory requirements of the RFP. Proposals which are declared to be “responsive” will be eligible for further consideration.

10.2 **Phase II** – Evaluation of Proposals

Proposals which are declared responsive (those which successfully pass Phase I above) will be further evaluated by a selection committee. The purpose of this phase is to determine the most technically and functionally complete system that meets the needs of Placer County, assess the total management and technical capabilities of the firm, and ensure that the proposer has demonstrated the ability to effectively and efficiently perform the responsibilities defined in this RFP.

In consideration of these goals, each proposal will be rated in accordance with the following criteria:

<u>Evaluation Criteria</u>	<u>Maximum Points Possible</u>
A. Response to Exhibit D-1 – Functional Requirements	20
B. Response to Exhibit D-2 – Technical Requirements	20
C. Vendor Qualifications/Experience/References:	35
<ul style="list-style-type: none"> • Company Information/Experience (per Exhibit E) • Client References (per Exhibit E-4) • Project Team Experience Proposed Work Plan, Project Approach, and other information provided in response to Section 8.0 	
D. Cost Proposal (per Exhibit F)	25
Total Possible Points:	100

10.3 **Phase III** – Comprehensive Evaluation of Proposed Application

Using the results from Phase II, the County may request one or more of the top-ranked firms to arrange on-site visits to operational installations having equipment identical or equivalent to that recommended by the vendor. The County shall assume the cost of meals, lodging and transportation for County members of the visiting party.

The County will endeavor to interview and/or visit the client site suggested by the proposer (see Exhibit E-4). However, the County reserves the right to interview and/or visit any of the firm’s clients prior to making a final selection.

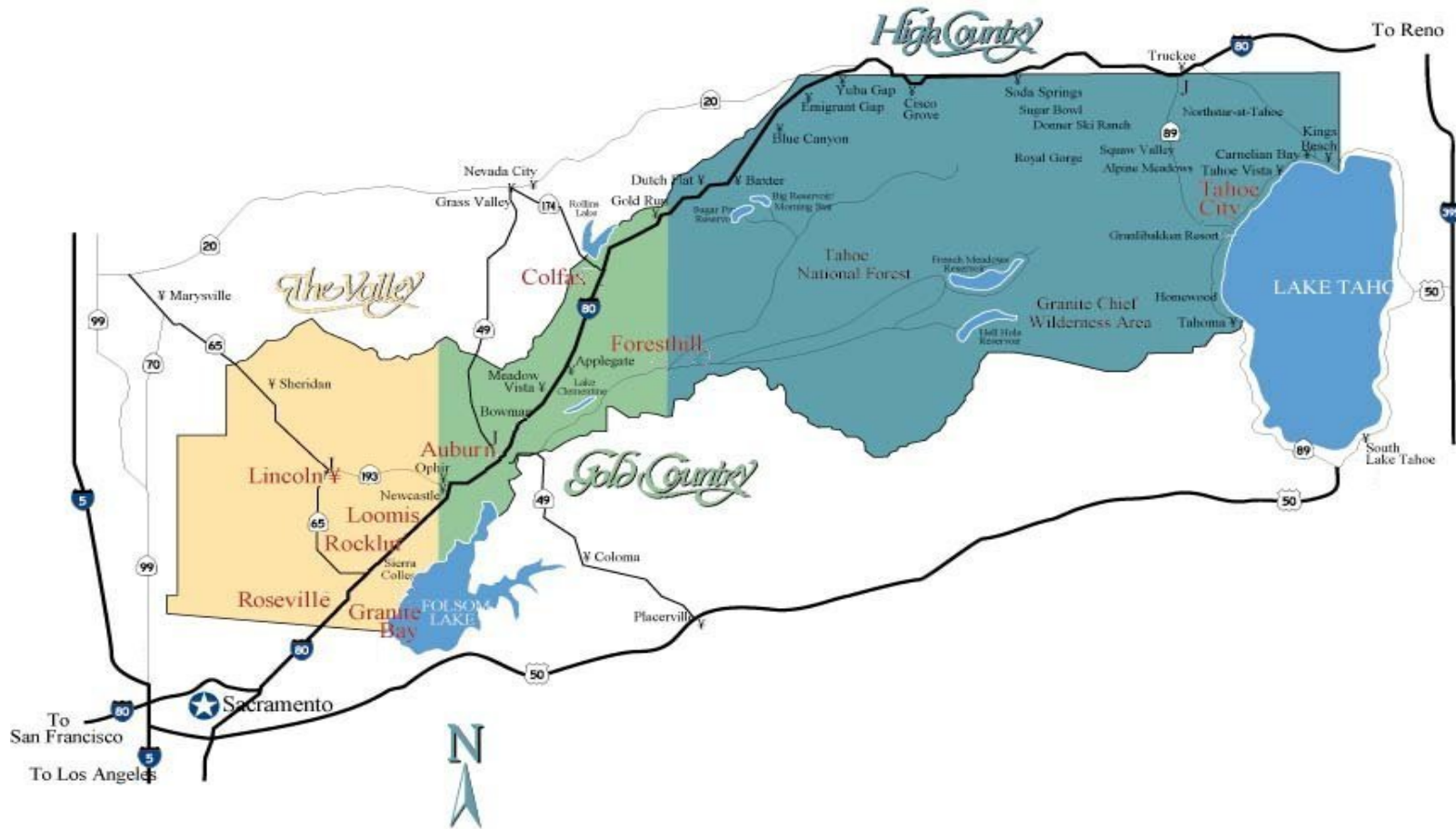
The County may also require a demonstration of the system at the County’s facility in order to validate the capabilities described in the proposal and the system’s ability to

meet County requirements. The proposed project manager and key project personnel must be present at this demonstration.

10.4 Evaluation Process – General Terms and Conditions

- 10.4.1 The County reserves the right to select the most qualified firm based solely on the written proposal, without interviewing the vendor or other clients, or without product demonstrations.
- 10.4.2 The County reserves the right to award a contract to the firm or individual who, in the sole judgment of the County, provides the most favorable responses to this RFP, pursuant to the County's requirements contained herein and the Evaluation Criteria indicated above.
- 10.4.3 The County reserves the right to reject any or all proposals, or to waive minor irregularities in said proposals, or to negotiate minor deviations with the successful firm. The County shall be the sole judge of the materiality of any such defect or irregularity.

EXHIBIT A – Map of Placer County



Placer County Enterprise Network



EXHIBIT C – Placer County Network and Security Standards

Standards Required for Access to the County Data Network

Last Updated: January 2005

Purpose

To define standard equipment, software, operating systems and network operating systems authorized for use on the Placer County enterprise data network system.

Policy and Process

Unless specifically approved in writing by the Director of Administrative Services and the Deputy Director of Information Technology, there will be no exceptions to the policies and processes presented below. Exceptions will be considered only when the objects below cannot satisfy a requirement. Technology refresh is dependent upon individual department needs and the overall impact on the County-Wide Information Technology environment. Older technology may adversely impact the countywide network and should be replaced within the next procurement cycle or sooner.

To keep pace with technology, specifications will be reviewed and updated when appropriate. Check with IT for current versions and models. All requests for network access should be made through the Network Customer Service Center (NCSC) at x4357.

<u>System</u>	<u>Identifier</u>
Desktop Workstation/PC	Dell Optiplex, Dell Precision
Desktop Operating System	MS Windows 2000/XP
Office Suite	MS Office 2000/2003
DBMS	Oracle 8i, SQL Server 2000
Email	GroupWise
Help Desk Software	HEAT for Windows (32bit)
Reporting Software	Crystal Reports
Desktop Antivirus	Network Associates VirusScan
Desktop/Workgroup Printer	HP DeskJet, LaserJet
Desktop UPS	Back-UPS Pro 650VA
Laptop, Notebook	Dell
Network Interface Card (NIC)	Intel
Network Server	HP9000, Dell PowerEdge
Network Operating System	NetWare 5.x, MS Windows 2000, HP-UX 11.0
Network Backup Suite	Veritas
Network Antivirus	Network Associates VShield
Network Media	Ethernet 10baseT, 100baseT, 1000baseT, TX, FX, GE
Network WAN Transport	T1, 56K ADN, ISDN, DSL, ADSL, DS3, OC3c
Network Transport Protocol	IPv4
Hub, Concentrator	Cisco, HP
Ethernet Switch	Cisco, HP
Router	Cisco
CSU/DSU	Cisco, Digital Link (series)
Modem*	Dial-back option must be enabled; not vendor-specific
Firewall Security	CheckPoint Firewall, Nokia Appliance
Remote Access Software	Citrix Client
Remote Access Server	Citrix
Encryption Software	GroupWise, PGPmail and PGPfile Encryption
Web Browser	Internet Explorer 6
Web Server	Apache, IIS, BEA WebLogic
Enterprise Management	NetWare NDS, BindView, CiscoWorks

- In accordance with the Placer County Information Systems Security Guide, dial-up modems or devices are not to be connected to the network.

Security Standards for the Placer County Data Network

As Of: October 2005

Purpose, Policy and Process

To define standard security procedures and processes for computer system use on the Placer County enterprise data network unless otherwise approved by the requesting Department Head and Information Technology, there will be no exceptions to the policies and processes presented below.

Authorization and Accountability

- Each individual must have a separate log-in account and password for network use.
- Only one logical connection to the network is allowed for each individual.
- Public and generic accounts must be restricted to specific workstation(s) and assigned to workgroups for select, specific business processes.
- Create passwords that have a minimum of 8 characters with a combination of alphabetic, numeric, and special characters.
- Change default passwords provided by the vendor for access to applications/systems on the network.
- Create different passwords for applications/systems on the network.
- Do not share or disclose passwords.
- Intruder lock-out must be enabled for passwords if the option is provided by the software.
- Do not record or write down passwords and store in a manner that can be easily accessed by others.
- All passwords must be changed on a specified, periodic basis.
- All requests for resetting network passwords must be made by the I.T. Liaison via email to the NCSC.
- Immediately inform the NCSC when log-in accounts are no longer required or will not be used for a period of 30 days or more.
- All log-in accounts not used for a period of 90 days will be disabled.
- All log-in accounts not used for a period of 365 days will be deleted.

System and Data Use

- Use is for County business only.
- Ensure vendors comply with security standards.
- Do not attempt to circumvent protection schemes or standards, or attempt to gain unauthorized access.
- Report any security vulnerabilities to the NCSC.
- Do not divulge log-in accounts, system processes, data, or network information to unknown parties.
- Report any suspicious or illicit use to your department security coordinator.
- Ensure the physical security of system equipment and data.
- Use time-activated screensavers with password protection enabled.
- Log-off from the network when the work shift is completed, and turn off the workstation.
- Ensure only authorized staff maintain, move or modify County network systems and components.
- Do not connect modems to the network.
- Disconnect remote sessions (dial-in, Internet access, etc.) when remote task has been completed.
- Do not load or use unapproved software or data files on network-connected systems.
- Firewalls are required between networks interfacing to the Placer County Network.
- No wireless access points to the Placer County Network are allowed without IT authorization.
- No Internet Telephone software is allowed on the network without IT authorization.
- Comply with licensing requirements and copyright laws.
- Virus-check removable media before loading or installing the files.
- Do not disable virus-checking without authorization.
- Keep department supported systems current with security patches and updates.
- Ensure secure development practices are followed when creating programs or scripts.
- Assume all data is sensitive and confidential and protect it accordingly.
- Ensure all business-critical systems and data are backed-up with periodically validated processes.
- Do not test software or systems on the production network; use stand-alone test systems or the Test Network for testing instead.

EXHIBIT D – Application Requirements

The Functional and Technical Requirements for this system are provided in a separate file, which is available on the County's website:

www.placer.ca.gov/admin/procurement/openbids.aspx

EXHIBIT E – VENDOR PROFILE

This exhibit contains the following forms:

- E-1 Overview of Project Team**
- E-2 Prime Contractor – Company Profile**
- E-3 Additional Firms – Company Information**
- E-4 Client References**

Instructions:

The information required on each form is self-explanatory. These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

EXHIBIT E-1 OVERVIEW OF PROJECT TEAM

Identify the responsible firm for each portion of this project:

AREA OF RESPONSIBILITY	RESPONSIBLE FIRM
Prime contractor/project management services	
Application software programs	
Other software (describe)	
Application software maintenance/support	
Operational training (i.e., user-level)	
Technical training (i.e., analyst, techs)	
Other	
Other	
Other	

EXHIBIT E-2 PRIME CONTRACTOR COMPANY PROFILE

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

Describe briefly this firm's roles and responsibilities in conjunction with this proposal:

EXHIBIT E-2, Continued:

Indicate the total number of years that your company has actively participated in the implementation of Document Management Systems				
	Worldwide	Nationwide	California	Local Office
How many employees does the company have?				
What percentage of the employees are primarily focused on your Document Management System product?				
How many installations of your Document Management product to you have installed and in production in these areas?				
Indicate the prime vendor's annual gross revenue during the last three fiscal years. (If figures for 2005 are not available, include 2004, 2003, and 2002.) Provide audited financial statements with your proposal to substantiate these figures.	2005: \$ _____ 2004: \$ _____ 2003: \$ _____			
Dun & Bradstreet Number:				
Bank Reference: Bank Name:				
Address:				
Contact Person:				
Phone:				

EXHIBIT E-3 ADDITIONAL FIRMS COMPANY INFORMATION

Provide all information requested below. Include an additional sheet for all subcontractors or firms who are not part of or divisions of the Prime Contractor.

Company Name	
Address of Company/Corporate Headquarters	
Address of office who will serve this contract	

Contact Representative(s):		
Name	Title	Telephone

Describe briefly this vendor's roles and responsibilities in conjunction with this proposal:

[illegible]

EXHIBIT E-4 CLIENT REFERENCES

VENDOR NAME (Prime): _____

Total Number of installed sites: _____

Instructions: Using the forms provided on the following pages, provide the requested information for a minimum of three (3) clients for whom you have installed the proposed software package. These projects must be currently being performed or have been successfully installed within the past three years. If there are more than three (3) sites, attached additional sheets, as necessary.

Include all requested information for each client reference. Attach additional sheets if more space is required.

REFERENCE NO. 1

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

Reference No. 1, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to Placer County's project. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

REFERENCE NO. 2

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

Reference No. 2, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to Placer County's project. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

REFERENCE NO. 3

Client Profile:

Name of Client	
Address	
Contact Person/Title	
Current Phone	
Configuration Installed	
Approx. Service Area Population	
Operational Applications	
Date that the project was completed (or projected date, if the project is currently in process)	

Project Profile

Provide a brief statement of the scope of the project, indicating personnel requirements, hardware and software utilized, and the relative size of the client’s operation in comparison to Placer County.

Reference No. 3, Continued:

Provide the names of your firm's (or team's) staff who were assigned to this project, who are also proposed to be assigned to Placer County's project. Also describe their roles on this project.	
Name	Duties & Responsibilities

Describe <u>any</u> defaults in contracts completed or incomplete for the last three years, and the reason therefore.

EXHIBIT F COST PROPOSAL

This exhibit contains the following forms:

EXHIBIT F-1 Total Project Cost Summary

Detailed cost sheets:

EXHIBIT F-2	Application Software
EXHIBIT F-3	Enhancements
EXHIBIT F-4	Hardware & Operating Software Costs
EXHIBIT F-5	Documentation
EXHIBIT F-6	Training
EXHIBIT F-7	Conversion
EXHIBIT F-8	Consulting
EXHIBIT F-9	Other One-Time Costs
EXHIBIT F-10	Annual Ongoing Costs
EXHIBIT F-11	Miscellaneous Costs

These forms must be completed in their entirety and included with your proposal. Proposals which do not contain these forms may be declared non-responsive.

INSTRUCTIONS

- Use these forms to itemize all costs to be charged by the vendor to the County for this project. Costs or expenses not listed here will be borne by the vendor.
- If governmental or other discounts are offered for any item, identify the item being discounted, the gross cost of the item, the amount of the discount, and the net cost to the County.
- List all applicable taxes. Note: Placer County is not exempt from California State Sales Tax.
- Identify Shipping and Insurance Costs (if any) separately.

EXHIBIT F-1 TOTAL PROJECT COST SUMMARY

Use this form to indicate the sum total of all project costs indicated in the Detailed Costs Sheets (Exhibits F-2 through F-11).

Cost Schedule	Description	Total Cost
F-2	<i>Application Software</i>	
F-3	Enhancements	
F-4	Hardware & Operating System Software	<i>Not applicable to this project</i>
F-5	Documentation	
F-6	Training	
F-7	Conversion	
F-8	Consulting	
F-9	Other One-Time Costs	
F-11	Miscellaneous Costs	
	Performance Bond (if required, see Section 2.6 of Exhibit G)	
	Subtotal all Schedules	\$
	Total Sales Tax (as applicable)	\$
	Shipping & Insurance (if any)	\$
	TOTAL PROJECT COST	\$
F-10	<i>Total Annual On-Going Costs</i>	\$

EXHIBIT F-2 APPLICATION SOFTWARE

List all base system software products, modules, etc. and their related costs.

Description	License Qty	Unit Price	Sales Tax (7.25%)	Total Price
Application Software (list each separately):				
Application Software Warranty for the first 12 months after go-live date:				
Total Application Software Costs:				\$

EXHIBIT F-3 ENHANCEMENTS – COST DETAIL

Provide detailed costs (not lump sum costs) for all modifications or enhancements necessary to make the application compliant with the Functional or Technical Requirements in Exhibits D-1 and D-2. Reference the applicable Functional or Technical Requirement number.

(Attach a separate sheet if more space is needed)

Requirement Number	Enhancement Description	No. of Hours	Hourly Rate	Total Cost
Total Enhancement Costs:				\$

EXHIBIT F-4 HARDWARE & OPERATING SOFTWARE DETAIL COST

[illegible]

EXHIBIT F-5 DOCUMENTATION – COST DETAIL

Provide cost (if any) for electronic documentation for application and other software proposed for this project.

[illegible]

EXHIBIT F-6 TRAINING – COST DETAIL

List all costs for vendor-supplied training of County functional and technical staff as required by this RFP.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (7.25%)	Extended Price
Training Costs:				
Application				
Hardware	<i>Not applicable to this project</i>			
Operating System Software				
Total Training Costs:				\$

EXHIBIT F-7 CONVERSION SERVICES- COST DETAIL

Provide detailed costs for conversion services to be provided by your project team, including any sub consultants.

Do not include any estimated costs associated with the role of the current application vendor during the conversion process.

[illegible]

EXHIBIT F-8 CONSULTING SERVICES- COST DETAIL

Provided cost detail for all consulting services to be performed by the awarded vendor, right up to and including project completion.

[illegible]

EXHIBIT F-9 OTHER ONE-TIME COSTS – COST DETAIL

List all other one-time costs not identified in the previous detail sheets, including third-party products or services.

Description	Qty	Unit Price or Hourly Rate	Sales Tax (7.25%)	Extended Price
Itemize Other One-Time Costs:				
Third-Party Vendor Costs (Software, Consulting, etc.)				
Total One-Time Costs:				\$

EXHIBIT F-10 MISCELLANEOUS COSTS – COST DETAIL

List all other costs not included in the previous cost schedules that Placer County will incur by accepting vendor's proposal.

[illegible]

EXHIBIT F-11 ANNUAL ONGOING COSTS – COST DETAIL

List all on-going costs to the County, including, but not limited to (these costs would be after the expiration of the warranty period):

- Application Software maintenance (upgrades, license fees, etc.)
- Third Party maintenance (if applicable)
- Escrow (for source code)

Description	Qty	Unit Price or Hourly Rate	Sales Tax (7.25%)	Extended Price
Application Maintenance (upgrades, license fees)				
Hardware Maintenance	<i>Not applicable to this project</i>			
Operating System Software Maintenance (upgrades, license fees)				
Third Party Software Maintenance				
Escrow (source code)				
Application and Technical Documentation Services:				
Total Annual On-Going Costs:				\$

EXHIBIT G - PLACER COUNTY STANDARD INFORMATION SYSTEMS AGREEMENT

This agreement is made this [REDACTED] day of _____, 2006 between Placer County, a political subdivision of the State of California (hereinafter referred to as the County) and [REDACTED], (hereinafter referred to as the Contractor), both of which may be referred to as the "parties", subject to the following statements of fact:

RECITALS

Whereas, Placer County issued a written Request for Proposal for a **Document Management System** (Placer County RFP No. 9613) seeking certain computer system software and related services; and

Whereas, in response to Placer County's RFP, Contractor submitted a written proposal to provide computer hardware, software and related services described within that RFP; and

Whereas, in providing the aforementioned system to County, Contractor will provide computer hardware(specifications only), software and related services, all as more particularly described in the Exhibits; and

Whereas, subsequent to the final negotiations between the parties, County has agreed to acquire and Contractor has agreed to provide this system meeting the specifications set forth herein in accordance with the terms and provisions of this Agreement;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

PART I AGREEMENT FOR ACQUISITION

1.1 Agreement. Contractor hereby agrees to sell the license Contractor-owned software, procure license for third-party software, and provide related services to and for Placer County.

County hereby agrees to purchase the license the Contractor-owned software, license the third-party software and procure related services from Contractor, all upon the terms, conditions and provisions of this Agreement.

1.2 System Price. The purchase price for all software, license fees for software, and fees for all related services within the Scope of Work (further defined in 1.4) is \$_____ including any applicable sales taxes and is payable as provided in Part IV of this Agreement. The price includes all costs and license fees for software, and related services for the period of 12 months from final system acceptance by County. The County will incur additional maintenance and support fees after the first 12 months at prices not to exceed those listed in Exhibit F, Deliverable and Payment Schedule.

1.3 Price Change. If the Contractor's established purchase price for any item of equipment or software delivered hereunder shall be less on the date of installation thereof than the price for such equipment as specified herein, this Agreement shall be deemed to provide such lower price; if such price shall be higher, the prices set forth herein shall prevail.

1.4 Scope of Work. The Work includes the provision of all hardware (specifications only), software and related services as set forth herein required to provide the System as described in Exhibits H, I and J and including the Continuing Standards of Performance requirements set forth in Section 3.4 of this Agreement.

1.5 Form of Agreement. The parties' entire agreement concerning the System consists of this Agreement; Exhibit A, County Request for Proposal; Exhibit B, Contractor's Proposal; Exhibit C, Contractor's Licensing Agreement; Exhibit D, Contractor's Maintenance Agreement; Exhibit E, Placer County Security Policy; Exhibit F, Deliverable and Payment Schedule; Exhibit G, Required Resources; Exhibit H, Statement of Work; Exhibit I, Project Work Plan; and Exhibit J, Functional Descriptions.

In the event of any conflict or inconsistency among documents related to this Agreement, said conflict or inconsistency shall be resolved by giving precedence in the order stated in the paragraph immediately preceding. Any variance where not covered by the above statement of document precedence shall be agreed to by both parties and shall be modified by an amendment to this Agreement.

- 1.6 Duration of Agreement.** This Agreement will remain in effect until five years after final system acceptance or until termination according to the Termination Provision in Part VII.

PART II ACQUISITION OF SYSTEM

- 2.1 Order and Delivery.** All software shall be delivered by the Contractor in time to comply with the requirements of the Implementation Schedule presented in the Contractor's Proposal. All expense of delivery of the software to County shall be borne by the Contractor.

- 2.2 Equipment Condition and Availability.** Equipment specified as manufactured by Contractor must be furnished as state-of-the-art, new, still in production, reliable, thoroughly tested in field use, and conservatively rated to perform the automated functions required hereunder without approaching the design limits of the system. Specific system requirements are defined in the Statement of Work, Exhibit H.

The type of equipment, features, and attachments Contractor furnishes County must be the most current version or release of the product available at the time of delivery.

- 2.3 Site Preparation.** Contractor represents that the minimum and maximum electrical requirements set forth in the proposal, as well as all other permitted ranges of environmental variations are satisfactory for operation of the system. Contractor will be responsible for visiting, within 24 (twenty-four) hours of the effective date of this Agreement, the site and for gaining the information to determine what is necessary to fully prepare the site. Contractor shall inspect within 24 (twenty-four) hours following County's completion of site.

The cost of any physical or environmental alteration or modification required for the successful installation, operation, and/or maintenance of the system (either by Contractor or County) that can be directly attributed to incomplete or erroneous site specifications provided by the Contractor shall be borne by the Contractor at no cost to County.

- 2.4 Acceptance.** The County's acceptance of the System shall be as provided in Part IV of this Agreement.
- 2.5 Proprietary Rights in Manufacturer's Software.** County acknowledges that title to, ownership of and all applicable patents, copyrights and trade secrets in the Manufacturer's Software and all other proprietary information pertaining to the design, engineering and use of the software and shall not pass to County.
- 2.5 Source Code.** Contractor shall provide the most recent copies of the application source code to County in accordance with the Deliverable and Payment Schedule, Exhibit F.
- 2.6.1 Performance Bond.** The vendor may be required to obtain a performance bond issued by a reputable surety company authorized to do business in the State of California in the amount of the full contract price unless an amount is otherwise specified by County. The performance bond shall be conditioned upon the prompt, proper and efficient performance of this Agreement, and should be purchased within fifteen (15) calendar days from date of notification of award. In view of the fact that the bond may be waived, the vendors are requested to quote additional discount in dollars or percent to be offered to County in the event the performance bond is waived. County reserves the right to reject the proposal if the total Agreement price and the amount of the discount offered to waive the performance bond are not stated separately. The performance bond shall be forfeited by the vendor in the event that the vendor is unable to properly, promptly and efficiently perform the Agreement and/or the Agreement is terminated by default or bankruptcy. Vendor may propose alternate security arrangements, such as an unconditional letter of credit, in addition to the performance bond, which may be accepted by the County as security, as an alternative, in its sole discretion.

PART III

WARRANTIES

- 3.1 Contractor Commitments, Warranties and Representations.** Any written commitment by the Contractor within the scope of this Agreement including all Exhibits shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the Contractor liable for liquidated or other damages due to the County. Such written commitments include 1) any warranty or representation made by the Contractor in the Proposal as to equipment or software performance, total System performance, or other physical or functioning characteristics of a machine or software system; 2) any warranty or representation made by the Contractor concerning the characteristics of the items described in 1) above, made in any publications, drawings, or specifications accompanying or referred to in the Functional Descriptions or the Statement of Work; and 3) any written notification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations and which is in this Agreement.

Notwithstanding the above Contractor agrees to warrant and guarantee all software and their performance provided under this Agreement for a minimum of 12 months from final system acceptance unless a longer period is provided elsewhere in this Agreement or exhibits attached hereto as described above.

- 3.2 Maintenance.** Contractor and its selected vendors agree to provide all parts, labor and support necessary to keep the System in good operating condition in accordance with the provisions contained in this Agreement's Exhibits for a minimum of a five year period from the date of the County's final acceptance of the system. (Maintenance charges may not begin for any module until 12 months after final system acceptance.) The Contractor agrees to provide maintenance support services to the County upon execution of the maintenance agreements for a minimum of 5 years from the final system acceptance date, in accordance with the maintenance agreements included herein in Exhibit D.
- 3.3 Single Call Problem Resolution.** The System's Project Manager or designated alternate may contact the Contractor's Support Center to ask questions, seek advice, or obtain diagnostic analysis relating to the use of all modules within the System using a toll free number provided by the Contractor. Trained and competent Contractor Support Center personnel shall answer County inquiries and assist the County in utilizing the System, provide advice, analyze problems, provide workarounds, if and where possible, and correct or remedy any problems encountered with the System.
- 3.4 Continuing Standards of Performance.** The Contractor agrees that subsequent to completion of the successful performance period and acceptance of the System by County, the availability, performance requirements and criteria established in this section and in the Statement of Work, Exhibit H, will be met throughout the full term of the agreement. System uptime requirements are 99.9% during the hours of 7:00 AM to 7:00 PM Pacific Coast Time for normal business days during each three month period over the five year proposed life of the system beginning after final system acceptance.

The effectiveness level (E) for a system is computed by dividing the operational use time (O) during the normal business hours stated above by the sum of that time plus systems failure downtime (S). For example, the formula would be $E = O / (O + S)$.

Systems failure downtime is that period of time when any machine or software module in the system is inoperable due to equipment failure or software problems and not caused by anything external to the system or the County's usage.

During a period of systems downtime the County may use operable modules and equipment when such action does not interfere with maintenance of the inoperable equipment. The entire system will be considered down during such periods of use.

Operational use time for performance testing for a system is defined as the accumulated time during which the central processing unit and all software modules are in actual operation including any interval of time between the start and stop of the central processing unit.

Downtime for each incident shall start from the time a user who cannot perform a Class 1 or Class 2 function¹ due to equipment or software problems notifies the County's Management Information Services Customer Service Center and the incident is logged into the Management Information System's tracking system.

Operational use and downtime shall be measured in whole minutes.

- 3.5 Application Response Time.** This is defined as the interval that elapses the moment the user presses the "enter" key to the moment the last character of the computer's reply is received and control is handed back to the PC workstation. The Contractor agrees to ensure a maximum response time of 1 second during maximum load for text-based transactions. Maximum load is the load on the system when all workstations are active and all of the proposed system functions are running simultaneously. Response times will be based on a localized network segment. This will consist of the application host/server and the test PC, used for response time testing, with a dedicated wire speed Ethernet switching port. The load of additional PC workstations will be on a third Ethernet switching port. No other traffic will be on the test segment. The purpose of this architecture is to eliminate the impact of network overhead on the response time test. This test will be coordinated with input from the successful vendor. It is understood that batch operations and reports must be queued at the lowest priority when devices are active and will not be measured as part of response time. In addition, the County expects the system to meet these response time requirements taking into consideration 10% per year planned growth.
- 3.6 Batch Processing Response Time.** Response times for schedules and ad hoc runs on the system will be optimized for an eight-hour period; that is, all batch runs need to complete processing in eight hours or less. If run times exceed eight hours, the system, including but not limited to operating system, processor(s), hard drives, RAM and controllers, should be re-specified to accommodate the eight hour limit. Contractor will be responsible for costs required to optimize the system to meet the above-referenced batch processing response time, including but not limited to costs for purchasing and installing system components, application program and database optimization.
- 3.7 Remedies for Failure to Perform Following Final System Acceptance.** In the event Contractor breaches a warranty or fails to perform following final system acceptance within the requirements and criteria established in Section 3.4 and further referenced in the Exhibits following final system acceptance, County shall be entitled to damages, until Contractor corrects system problems and returns the performance to standards in this Agreement, as follows:
- Class 1 Software Problem:** Three times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.
- Class 1 problems shall be any failure, which prevents a module from operating or impedes the delivery of critical functions.
- Class 2 Software Problem:** Two times the daily maintenance rate per calendar day for each twenty-four (24) hour period. The daily maintenance rates will be calculated by dividing the total system annual maintenance rate by 365 days.
- Class 2 problems shall be any failure which prevents other functions from operating, other than class 1 problems; failure of the system to perform to the maximum response time standards established in this Agreement; or an effectiveness level of less than 98% for any thirty (30) day period.
- 3.8 Documentation.** Contractor shall provide current, accurate software documentation for the System for a period of five years following final system acceptance.
- 3.9 Enhancements.** Enhancements, modifications, upgrades, and revisions to the software provided under this Agreement will be provided as part of Warranty and Maintenance Services under this Agreement for a period

¹ Defined in 3.7

of five years following final system acceptance. Enhancements to the software refers to all maintenance modifications and major upgrades, new releases, and "fixes" released relating to operating systems and applications software. Updated documentation shall be made available before enhancements are loaded. The only extra cost for software will be an increase in the number of licenses for additional users if required by the County.

Contractor, if requested by County, will install such enhancements, upgrades and revisions and train County's personnel in the use thereof on a time and materials basis at the Contractor's then current rates.

- 3.10 Additional License Costs.** Should the County require additional licenses, Contractor shall charge no more than a 10% surcharge upon the cost of the original cost of the licenses originally purchased through this Agreement, for as long as the System is installed.
- 3.11 Price of Maintenance Services.** The Contractor agrees to provide the maintenance services as defined in this Agreement for as long as the system is installed and after the initial maintenance period as defined in Section 3.2. Such services shall be provided at prices indicated in the Deliverable and Payment Schedule, Exhibit F. Each annual increase shall be at or below the U.S. Cities Consumer Price Index up to a maximum increase of 4% per year.
- 3.12 Connection to Other Equipment.** County shall have the right to connect the equipment herein contracted for to any equipment manufactured or supplied by others including telecommunications equipment, terminal devices and the like.

PART IV IMPLEMENTATION, PAYMENT SCHEDULE AND RELATED SERVICES

- 4.1 Implementation Schedule.** Implementation of the Work and the delivery and installation of software shall be completed in accordance with the schedule in the Project Work Plan, Exhibit I.
- 4.2 Delivery and Installation.** The Contractor shall deliver all software to County sites. The Contractor shall install and configure all software at County sites in accordance with the Specifications.
- 4.3 Contractor Certification.** When the System components are delivered, installed, operational, integrated with all modules and systems as identified in Exhibits I and J, and fully tested by the Contractor, then the Contractor shall certify that fact to County in writing ("Contractor Certification"). Contractor Certification shall include the Contractor's statement that there are no mechanic's or other liens are of record for work, any subcontractor, or their employees, and that no claim or demand exists in favor of materials and/or labor furnished or supplied in the performance of the Work. Said Contractor Certification must be in writing and signed by an executive officer of the Contractor. Thereafter, a two-step acceptance test shall be performed by the County, assisted by the Contractor, in accordance with procedures set forth in Sections 4.4 and 4.5 of this Agreement.
- 4.4 Functional Acceptance.** Functional Acceptance will be performed on each individual module as it is installed, integrated with other modules and systems, and certified by the Contractor. Within twenty (20) business days of Contractor's giving of Contractor Certification, County shall run the functional and benchmark tests County deems necessary to determine that the functions of the System match those of the Specifications contained in Exhibits A, B, and J of this Agreement.

County's determination that the System's operation and functionality matches the Specifications shall be deemed functional acceptance of the System. Functional Acceptance shall not prejudice County's right to accept or reject the System under Section 4.5 of this Agreement.

- 4.5 Final System Acceptance.** Functional Acceptance of the System, including complete testing of integration among the modules and with interfaced systems, and other portions of the Work shall be as provided in Section 4.6, the completion of which shall be deemed Final System Acceptance.
- 4.6 Final System Acceptance Procedures.** When all of the modules are installed, fully integrated with other System modules and the systems identified in Exhibits I and J and have the County's Functional Acceptance,

County shall begin the process to accept or reject the System by operating the System in accordance with its normal operating practices over a 30 business day period to determine if the System is free from error that interferes with the normal operation of System and the reliability standards set forth in Exhibit J of this Agreement. County's acceptance, conditional acceptance or rejection shall be by written notice given within forty-five (45) business days of the Functional Acceptance of the last module being completed and, if a conditional acceptance or rejection is made, County's notice shall set forth in reasonable detail the basis for its position. The Contractor shall have twenty (20) business days to cure, or if cure within that time is not possible, to begin and diligently pursue the cure of, the defects noted by County by either (a) modifying or adjusting the System; (b) replacing or adding such components as may be necessary to make the system free from error that interferes with the normal operation of system; or (c) at the option of County, reducing the price by an amount to be mutually agreed; if no reduction can be agreed to within five days after the County requested re-negotiation, then the Contractor shall perform under either clause (a) or (b) above. After any adjustment, modification, repair or replacement by the Contractor under the Section, any relevant portions of the tests described in Section 4.5 shall be run again for County to determine its acceptance or rejection of the System. If after again running any relevant portion of the tests described in Section 4.5 of this Agreement, the System still fails to be free from error that interferes with the normal operation of system, then County shall have the right to:

- (i) Cancel this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables for which the County has paid or would otherwise be obligated to pay;
- (ii) Cancel any portion of this Agreement, obtain a full refund in exchange for returning all items of software and other deliverables related to that portion of the Agreement which is canceled and for which the County has paid or would otherwise be obligated to pay; or
- (iii) Begin Functional Acceptance again, followed by Final Acceptance.

4.7 Payment Terms. Payment of the System price shall be made in installments based on the County's acceptance of each deliverable and according to the deliverable and payment schedule attached as Exhibit F. The County will remit payment within 30 days of receipt of an invoice, unless the Contractor is notified of exceptions in writing within 10 days of receipt of invoice. A twenty percent (20%) retainage will be withheld from each invoice. The total retainage will be remitted upon the County's acceptance of the system following completion of the Final Acceptance Test described in Section 4.5.

4.8 Training. Training courses shall remain available to County from the Contractor as long as the System to be delivered hereunder remains installed and in use by the County. All training required to implement the system is included within the price of this contract. After Final System Acceptance, training courses shall be billed at the cost specified in the cost proposal. If no cost is specified, then it will be presumed that all training for the life of the system will be at no cost to County.

4.9 Non-Exclusiveness of Remedies. Any right or remedy on behalf of County (or on behalf of any other entity possessing the right or permission to buy under these specifications) provided for in any part of these specifications, including, but not limited to any guaranty or warranty or any remedy for Contractor's non-performance, shall be in addition to and not a limitation of any right or remedy otherwise available by law, equity, or statute.

PART V INSTALLATION DEPENDENCIES AND DELAYS

5.1 Delays by Contractor. Strict adherence to the scheduled delivery and installation dates is vitally important. If the Contractor does not install the system and make it available to County on or before the contracted installation date of [REDACTED], 20[REDACTED], then the Contractor shall pay as fixed and agreed liquidated damages the sum of five hundred dollars (\$500) for each available calendar day's delay as defined by County, beginning with the installation date.

5.2 Delays by County. The obligations of County in connection herewith are set forth in Exhibit G. County agrees to provide such personnel in accordance with Exhibit G or to provide substitute personnel. The Contractor agrees to notify the County on a bi-weekly basis of any claim of delay.

PART VI
ADDITIONAL TERMS AND CONDITIONS OF THE WORK

- 6.1 Storage of Materials; Cleaning Up.** It shall be the Contractor's responsibility for storage of any materials and County will not be responsible for loss of, or damage to, materials, tools, appliances or work arising from acts of theft, vandalism, malicious mischief or other causes unless caused by the negligence of County or County's failure to provide Contractor with secure storage space.
- 6.2 Extra Work.** No claims for extra work will be allowed unless the same shall have been previously ordered by County in a written change order, as described in Section 6.3 of this Agreement.
- 6.3 Change Orders.** Contractor agrees to modify its software so it will produce all required reports included in the price of this contract. Other modifications to software not possible through customization of available functions may require change orders. Design, development and implementation work on change orders will be performed at the personnel and other billing rates specified in the Contractor's proposal and incorporated into this Agreement. The Contractor and County shall negotiate in good faith and in a timely manner as to the number of hours required for each change order. When the parties reach an agreement, the precise modification, criteria for acceptance, required completion date, and a "fixed fee" will be documented on a County-standard Contractor Task Management Form and attachments, if necessary, signed by the Contractor and County Project Manager, and completed by the Contractor as so stated. When each modification is accepted by the County Project Manager according to the criteria documented on the Contractor Task Management Form, the Contractor will invoice the County according to Section 4.7 of this Agreement.
- 6.4 Reports.** The Contractor shall submit written monthly reports on the status of the work so County is kept fully informed of Contractor resource availability, project progress, delays, potential delays, potential resource issues, etc. County may designate, from time to time, its Project Manager or other representative to whom required reports shall be directed. County will determine the format, level of detail, and primary areas of interest. The Contractor may include additional information.
- 6.5 Security Policy.** All Contractor security practices and procedures must be compatible with and sufficient to satisfy County's Security policy attached as Exhibit E.
- 6.6 Software Application Controls.** Contractor shall not negatively impact County systems and data. For example, if Contractor proposes any software which contains traps which are designed to terminate or disrupt the operation of the software at the end of any term, or for failure to install the software on the designated CPU or for any other purpose, Contractor shall give County written notification of the existence of such software traps no later than time of proposal.

If Contractor proposes using in the software any features which can be invoked by the use of special passwords, or which use a supervisor mode, master mode, route, or backdoor means to invoke special features of the software, Contractor shall provide County with documentation on the use of such features no later than time of proposal.

If Contractor proposes software which modifies upon installation on a given personal computer or microcomputer (PC) so as to prevent that software from being used on another PC, then Contractor shall inform County at time of proposal.

- 6.7 Confidentiality and Proprietary Information.** Since the work for which Contractor is engaged may include knowledge and information of a proprietary nature to County, Contractor shall receive such knowledge and information in confidence and shall not, except as required in the conduct of County's business, or as authorized in writing by County, publish or disclose or authorize anyone else to publish, disclose or make use of such information or knowledge. This prohibition as to publication and disclosure shall not restrict Contractor in the exercise of its technical skill providing that the exercise of such skill does not involve the disclosure to others of information considered sensitive or proprietary to County. Contractor shall, upon demand, promptly surrender any such information to County.

PART VII
GENERAL TERMS AND CONDITIONS OF THIS AGREEMENT

- 7.1 Independent Contractor.** The Contractor is acting as an independent contractor and not as an agent, distributor or representative of the County for any purpose.
- 7.2 Assignment.** Neither party shall have the right to assign all or any portion, of its rights and licenses granted or delegate any obligations assumed under this Agreement, and any attempted assignment or delegation shall be null and void; provided, however, the Contractor shall have the right to delegate matters to the subcontractors referenced in the Exhibits and such other subcontractors as are approved by County.
- 7.3 Termination.** This Agreement will terminate or may be terminated as provided in the following sections.
- 7.4 Termination by County.** This Agreement may terminate or may be terminated by County for any or all of the following reasons:
- (i) For any default by Contractor,
 - (ii) For the convenience of County,
 - (iii) In the event of the insolvency of or declaration of bankruptcy by the Contractor, or
 - (iv) In the event sufficient appropriated, otherwise unobligated funds no longer exist for the payment of County's future obligations hereunder, as each of these is described in the following Sections.
- 7.5 Termination for Default.** The failure of the Contractor to comply substantially with any material term, condition, or provision of this Agreement shall constitute a default. In the event of default, County shall notify the Contractor of the specific act or omission by Contractor that constitutes default. The Contractor shall have twenty (20) business days from the date of receipt of such notification to cure such default or, if such default is not capable of being cured within twenty (20) business days, to begin and diligently pursue such cure. In the event of such default, and during the above-specified grace period, performance under this Agreement shall continue as though the default had never occurred. In the event the default is not cured within the above-specified grace period, then County may, at its sole option, terminate this Agreement for default. Such termination shall be accomplished by written notice of termination and shall be effective at the close of business on the date specified in the notice.
- 7.6 Termination for Convenience.** County may terminate performance of work under the agreement in whole or in part whenever for any reason County shall determine that such termination is in the best interest of County. In the event that County elects to terminate the agreement pursuant to this provision, it shall so notify the Contractor in writing at least thirty (30) days in advance and the termination shall be effective as of the date specified in the notice. The agreement shall terminate without further obligation of County as of that moment, except the Contractor shall be paid for all work performed to the effective date of termination.
- 7.7 Termination for Bankruptcy or Insolvency.** In the event that the Contractor shall cease conducting business in the normal course, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of the rights of creditors, County will have access to the source code for the sole purpose of maintaining and updating the System to avoid cessation of service or loss to the County. County may, at its option, terminate this Agreement. In the event County elects to terminate this Agreement under this provision, it shall do so by sending notice of termination to the Contractor and the date of termination shall be deemed to be the date such notice is mailed to the Contractor, unless otherwise specified.
- 7.8 Termination for Unavailability of Funds.** Notwithstanding any other provision of this Agreement, the parties hereto agree that the charges hereunder are payable by County solely from funds received by County from normal operations. In the event such funds are determined in the sole discretion of the County Board of Supervisors to no longer exist or to be insufficient with respect to the charges payable hereunder, this Agreement shall terminate without further obligation of County thirty (30) days after Contractor's receipt of written notice of termination, except the Contractor shall be paid for all Work performed to the effective date of termination. In such event, the Board of Supervisors shall certify to the Contractor the occurrence thereof, and such certification shall be conclusive.

- 7.9 Procedure on Termination.** Upon termination of this Agreement by the County as provided by Section 7.4, the Contractor shall:
- (i) Stop work under the agreement on the date and to the extent specified in the notice of termination,
 - (ii) Place no further orders or subcontract for materials, sendees or facilities, except as may be necessary for completion of such portion of the work under the agreement as is not terminated,
 - (iii) Terminate all orders and subcontracts to the extent that they relate to the performance of work terminated by the notice of termination,
 - (iv) Assign to County in the manner and to the extent directed by the County all of the Contractor's right, title, and interest under the orders or subcontracts so terminated, in which case County shall have the right, in its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts,
 - (v) With the approval of County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, the cost of which would be reimbursable in whole or in part, in accordance with the provisions of the agreement,
 - (vi) Take such action as may be necessary, or as County may reasonably direct, for the protection and preservation of any and all property or information related to the agreement which is in the possession of the Contractor and in which County has or may acquire an interest, and
 - (vii) Within ten (10) business days from the effective date of the termination, the Contractor shall deliver to County all drawings, computer program source code, computer input and output, analyses, plans, tests, maps, and written materials necessary to the continued performance of the System as specified by County, to the extent that the County has paid for such deliverables. All materials shall be licensed by the Contractor to County under the terms of Part III of this Agreement.
- 7.10 Payment on Termination for Convenience.** If this Agreement is terminated for the convenience of County under the provisions of Section 7.6 of this Agreement, then the County shall pay the Contractor for services rendered by the Contractor up to the date of termination as mutually agreed upon by the Contractor and County.
- 7.11 Laws to be Observed.** The Contractor shall perform the Work in compliance with all federal and state laws and local ordinances which in any manner affect those engaged or employed in the Work or which in any manner affect the conduct of the Work.
- 7.12 Governing Laws.** The validity, interpretation, performance, and enforcement of this Agreement shall be governed by the laws of the state of which County is a political subdivision. The proper venue shall be County, or if appropriate the Federal District Court for the Eastern District of California sitting in Sacramento, California.
- 7.13 Permits and Licenses.** Except with respect to permits, licenses, fees and notices imposed or required by County's site preparation to be completed by County as required by this Agreement, the Contractor shall procure all permits and licenses, pay all charges and fees and give all notices necessary and incidental to the due and lawful prosecution of the Work.
- 7.14 Taxes, Insurance and Miscellaneous Expenses.** All statements of prices, fees and charges payable to the Contractor are all-inclusive; including but not limited to such fees as delivery, applicable sales taxes, transit insurance and other expenses of delivery. County is not obligated to pay for any charges beyond the system price identified in Section 1.2 and modifications approved on Contractor Task Management Forms according to Section 6.3 of this Agreement.
- 7.15 Force Majeure.** Neither party shall be responsible for delays resulting from causes beyond the control of the party including, but not limited to, delays resulting from governmental action, inability to obtain services,

power failures, acts of God and the failure of any product or service not manufactured or provided by the party.

- 7.16 No Third Party Beneficiaries.** This Agreement is not intended to create any right in or for the public, or any member of the public, any subcontractor, supplier or any other third party, or to authorize anyone not a party to this Agreement to maintain a suit to enforce or take advantage of its terms. The duties, obligations and responsibilities of the parties to this Agreement with respect to third parties shall remain as imposed by law.
- 7.17 Nondiscrimination Standards.** The Contractor will not discriminate against employees or applicants for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The Contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled individuals without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.
- 7.18 Conflict of Interest.** The Contractor hereby certifies that no officer, agent or employee of County who may have a pecuniary interest in this Agreement has participated in the contract negotiations on the part of County, that the Proposal was submitted in good faith without fraud, collusion or connection of any kind with any other vendor for the same call for proposals and the Contractor has competed solely in its own behalf without obligation to any undisclosed person or firm.
- 7.19 Notices.** Notices shall be in writing and deemed given when personally delivered or when deposited in the United States mail, first class postage prepaid, return receipt requested, addressed to the person to whom notice is given at the addresses set forth below or at any other address designated by notice by a party:

If to the County:

Placer County Procurement
2962 Richardson Drive
Auburn, California 95603
Phone: (530) 889-7776
FAX: (530) 889-4274

If to Contractor:

- 7.20 Insurance.** The Contractor shall file with the County, a Certificate of Insurance, in companies acceptable to the County, with a Best's Rating of no less than A: VII showing.
- 7.21 Workers Compensation Insurance.** Worker's Compensation Insurance shall be provided as required by any applicable law or regulation. Employer's liability insurance shall be provided in amounts not less than one million dollars (\$1,000,000) each accident for bodily injury by accident, one million dollars (\$1,000,000) policy limit for bodily injury by disease, and one million dollars (\$1,000,000) each employee for bodily injury by disease.

If there is an exposure of injury to Contractor's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or statutes applicable to maritime employees, coverage shall be included for such injuries or claims.

Each Worker's Compensation policy shall be endorsed with the following specific language:

Cancellation Notice - "This policy shall not be canceled or materially changed without first giving thirty (30) days prior written notice to the County."

Contractor shall require all Subcontractors to maintain adequate Workers' Compensation insurance. Certificates of Workers' Compensation shall be filed forthwith with the County upon demand.

7.22 General Liability Insurance.

- A. Comprehensive General Liability or Commercial General Liability insurance covering all operations by or on behalf of Contractor, providing insurance for bodily injury liability and property damage liability for the limits of liability indicated below and including coverage for:
1. Contractual liability insuring the obligations assumed by Contractor in this Agreement.
- B. One of the following forms is required:
1. Comprehensive General Liability;
 2. Commercial General Liability (Occurrence); or
 3. Commercial General Liability (Claims Made).
- C. If Contractor carries a Comprehensive General Liability policy; the limits of liability shall not be less than a Combined Single Limit for bodily injury, property damage, and Personal Injury Liability of:
- One million dollars (\$1,000,000) each occurrence
 - One million dollars (\$1,000,000) aggregate
- D. If Contractor carries a Commercial General Liability (Occurrence) policy:
1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) for Products-Completed Operations
 - One million dollars (\$1,000,000) General Aggregate
 2. If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be two million dollars (\$2,000,000).
- E. Special Claims Made Policy Form Provisions: Contractor shall not provide a Commercial General Liability (Claims Made) policy without the express prior written consent of County, which consent, if given, shall be subject to the following conditions:
1. The limits of liability shall not be less than:
 - One million dollars (\$1,000,000) each occurrence (combined single limit for bodily injury and property damage)
 - One million dollars (\$1,000,000) aggregate for Products Completed Operations
 - One million dollars (\$1,000,000) General Aggregate;
 2. The insurance coverage provided by Contractor shall contain language providing coverage up to six (6) months following the completion of the Agreement in order to provide insurance coverage for the hold harmless provisions herein if the policy is a claims made policy.

7.23 Endorsements. Each comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

- A. "The County, its officers, agents, employees, and volunteers are to be covered as insured for all liability arising out of the operations by or on behalf of the named insured in the performance of this Agreement."
- B. "The insurance provided by the Contractor, including any excess liability or umbrella form coverage, is primary coverage to the County with respect to any insurance or self-insurance programs maintained by the County and no insurance held or owned by the County shall be called upon to contribute to a loss."
- C. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to the County."

7.24 Automobile Liability Insurance. Automobile Liability insurance covering bodily injury and property damage in an amount no less than one million dollars (\$1,000,000) combined single limit for each occurrence.

Covered vehicles should include owned, non-owned, and hired automobiles/trucks.

7.25 Modifications. This Agreement may be modified only by mutual agreement by both parties.

7.26 Waiver. No term or condition of this Agreement shall be deemed to have been waived, nor shall there be an estoppel against the enforcement of any provision, except by written instrument of the party charged with such waiver or estoppel. No such written waiver shall be deemed a continuing waiver unless specifically stated therein and each such waiver shall operate only as to the specific term or condition waived and shall not constitute a waiver of such term or condition for the future or as to any act other than that specifically waived.

7.27 Headings. The headings of parts, sections and Sections used in this Agreement are included solely for convenience of reference and shall not control the meaning or interpretation of any of the provisions of the agreement.

7.28 Number and Gender. Whenever applicable within this Agreement, the singular shall include the plural and the plural shall include the singular and a pronoun of one gender shall refer to any appropriate gender.

7.29 Severability. Unless expressly provided otherwise, the provisions of this Agreement are severable, and the unenforceability of any provision shall not affect the enforceability of any other provision of this Agreement.

7.30 Inurements. The terms of this Agreement shall inure to the benefit of the parties, including their successors and permissible assigns, if any.

7.31 Counterparts. This Agreement may be executed simultaneously or concurrently in one or more counterparts, each of which shall be deemed a duplicate original but all of which together shall constitute one and the same agreement.

7.32 Entire Agreement. The making, execution and delivery of this Agreement has been induced by no representations, statements, warranties or other agreements except as expressed by the written terms of this Agreement. The County acknowledges that no employee, agent or representative of the Contractor has the authority to bind the Contractor to any representation not expressly contained in a written agreement signed by an executive officer of the Contractor. This Agreement embodies the entire understanding of the parties and supersedes all prior or contemporaneous proposals, purchase orders, understandings, representations, conditions, warranties, covenants and other telecommunications between the parties, whether oral or written, relating to the subject of the agreement unless expressly set forth or referred to in the agreement. The parties agree that this Agreement may not in any way be contradicted by a prior or existing course of dealing between them or by any usage of trade or custom. Further, any contradiction between this Agreement and the Contractor's sublicense agreements and any Exhibits attached to this Agreement shall be resolved by giving the County Standard Information Systems Agreement controlling interest.

7.33 Hold Harmless and Indemnification Agreement. The Contractor hereby agrees to protect, defend, indemnify, and hold County free and harmless from any and all losses, claims, liens, demands, and causes of action with respect to personal injury or property damage to the extent resulting from the negligence or willful misconduct of Contractor in the performance of services hereunder including, but not limited to, the amounts of judgments, penalties, interest, court costs, legal fees, and all other expenses incurred by County. Contractor agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demand, or suit at the sole expense of the Contractor provided that County provides Contractor with prompt written notice of any claim subject to indemnification hereunder, the exclusive right and authority to settle or defend such claim, all relevant information relating thereto and cooperates with Contractor in connection with the settlement of defense thereof. Contractor also agrees to bear all other costs and expenses related thereto, even if the claim or claims alleged are groundless, false, or fraudulent. This provision is not intended to create any cause of action in favor of any third party against Contractor or County or to enlarge in any way the Contractor's liability but is intended solely to provide for indemnification of County from liability for injuries to third persons or property arising from Contractor's negligence or willful misconduct in the performance pursuant to this contract or agreement.

Liabilities and Remedies for Infringement

Contractor hereby agrees to indemnify, defend and hold harmless County from and against any and all claims, liabilities, losses, expenses (including attorney's fees and legal expenses related to such defense), fines, penalties, taxes or damages (collectively "Liabilities") asserted by any third party against County to the extent such Liabilities result from a claim that the software provided by Contractor violates a third party's trade secrets, proprietary information, trademark, copyrights, patent or other proprietary rights. County shall promptly notify Contractor of any third party claim subject to indemnification hereunder and Contractor shall have the right to conduct the defense or settlement of any such third party claim at Contractor's sole expense and County shall cooperate with Contractor in connection therewith. The foregoing provisions shall not apply to any infringement arising out of (i) use of the software other than in accordance with applicable documentation or instructions supplied by Contractor or (ii) any alteration, modification or revision of the software not explicitly authorized by Contractor.

In case any of the software or any portion thereof is held to constitute infringement and the use thereof is enjoined, Contractor shall within a reasonable time, at Contractor's option, either (i) secure for the license the right to continue the use of such infringing item by procuring for the licensee a license or other permission as will enable Contractor to secure the suspension of any injunction or (ii) replace, at Contractor's sole expense, such item with substantially equivalent non-infringing Item or modify such item so that it becomes non-infringing. In the event Contractor is unable to procure the aforementioned license or permission or replace the infringing item as provided herein, Contractor shall accept the return of the infringing item and refund to County the amount paid to Contractor for such item and associated professional service fees.

The provisions of this paragraph state Contractor's entire liability and County's sole remedy with respect to infringement. As used above, the term County means County or its officers, agents, employees, and volunteers.

7.34 Contractor's Power and Authority. The Contractor warrants that it has full power and authority to grant the rights herein granted. Further, Contractor agrees that it will not enter into any arrangement with any third party which might abridge any rights of County under this Agreement.

Executed as of the day first above stated:

COUNTY OF PLACER

By: _____

Printed Name and Title

Approved As to Form

By: _____
County Counsel

CONTRACTOR*

By: _____
Name: _____
Title: President/ Vice President

By: _____
Name: _____
Title: Secretary

*Agreement must be signed by two corporate officers if a corporation; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

STANDARD INFORMATION SYSTEMS AGREEMENT

EXHIBIT LIST

(to be added upon successful negotiation with the awarded firm)

A	Placer County Request for Proposal
B	Contractor's Proposal
C	Contractor's Licensing Agreement
D	Contractor's Maintenance Agreement
E	Placer County Security Policy
F	Deliverable and Payment Schedule
G	Required Resources
H	Statement of Work
I	Project Work Plan
J	Functional Descriptions